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THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:

Green et al.

Serial No.:

09/336,392

Filing Date:

June 18, 1999

For:

MEDICAL DEVICE HAVING ANTI-INFECTIVE AND CONTRACEPTIVE

PROPERTIES

POWER OF ATTORNEY BY ASSIGNEE

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Revoking any and all powers of attorney and authorizations of agent heretofore made in respect of the above-captioned patent application, the Assignee of the entire interest in this patent application hereby appoints the following as its attorneys, with full power of substitution and revocation, to prosecute the application and to transact all business in the Patent and Trademark Office connected therewith:

STEPHANIE SEIDMAN, Registration No. 33,779; DAVID A. HALL, Registration No. 32,233, and DALE L. RIEGER, 43,045. Direct all telephonic inquiries to Stephanie Seidman at telephone no. (858) 450-8400.

Address all correspondence to:

Stephanie Seidman HELLER EHRMAN WHITE & McAULIFFE 4350 La Jolla Village Drive, 7th Floor San Diego, California 92122-1246

OXIBIO, INC.

Date: <u>8/29/03</u>

Terrence R. Green President and CEO

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| o the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | 2. Name and address of receiving party(ies): |
|---|--|
| . Name of conveying party(ies): 1. Terrence R. GREEN 2. Jack FELLMAN Additional name(s) of conveying party(ies) attached? [] Yes [X] No | 2. Name and address of receiving party(ies): Name: OxiBio, Inc. Internal Address: Street Address: 4640 SW Macadam, Suite 40 Portland OR 97201 |
| [X] ASSIGNMENT - copy (2 pgs) Execution Date: 1. and 2., June 14, 2000 | Additional name(s) & address(es) attached? {] Yes [X] No |
| Application number(s) or patent number(s): If this document is being filed together with a new application, the | Attorney Docket No. 25658-0002 |
| A. Patent Application No.(s) App. No. 09/336,392 Additional numbers attack | B. Patent No.(s) |
| Name and address of party to whom correspondence concerning document should be mailed: Name: Heller Ehrman White & McAuliffe LLP Internal Address: Street Address: 525 University Avenue City: Palo Alto State: CA Zip: 94301-1908 723/2000 AWONDAF1 00000107 09336392 FC:581 | 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) |
| Derek P. Freyberg, Reg. No. 29,250 Name of Person Signing Name of Person Signing Name of Person Signing Name of Person Signing | Timber 6/22/00 |

ASSIGNMENT

This Assignment is made by Terrence R. Green of Lake Oswego, Oregon and Jack Fellman of McMinnvilde, Oregon, Assignors, to OxiBio, Inc., a corporation having a principle place of business in Portland, Oregon, Assignee.

WHEREAS, Assignors have invented a new and useful MEDICAL DEVICE HAVING ANTI-INFECTIVE AND CONTRACEPTIVE PROPERTIES, for which an application for United States Letters Patent was filed in the United States Patent and Trademark Office on June 18, 1999, and assigned Serial No. 09/336,392. This application may also be referred to as Atty. Docket No. 25658-0002.

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world.

Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, their legal representatives or assignees, will do all lawful acts, including

the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assignees, to the interest assigned herein to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the assignment herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

This Assignment shall be effective as of the filing date of the subject application or the dates written below, whichever is earlier.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates written hereinbelow.

June 14,2000

June 14, 2000

Terrence R Green

Jack Fellman